

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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STEPHEN E. STRAUSS,

Plaintiff,

-against-

Civil Action No.  
08 CV 1862  
(DC)

**ANSWER**

ARCHITECTURAL INTERIOR MAINTENANCE, INC.,  
JOHN LANGENBACHER COMPANY, INC.,  
JOAN L. BOYD, as Owner of Architectural Interior  
Maintenance, Inc., JOAN L. BOYD, as Owner of  
John Langenbacher Company, Inc., and JOAN L. BOYD,  
Individually, MATTHEW H. BOYD, as President of  
Architectural Interior Maintenance, MATTHEW H. BOYD  
as CEO of John Langenbacher Company, Inc., and  
MATTHEW H. BOYD, Individually, WILLIAM BOYD, as  
Former President of John Langenbacher Company Inc.,  
and WILLIAM BOYD, Individually, MICHAEL HANRAHAN,  
as Corporate Attorney for Architectural Interior Maintenance,  
Inc., and MICHAEL HANRAHAN, Individually,

Defendants.  
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Defendants, Architectural Interior Maintenance, Inc. ("AIM"), John Langenbacher Co. Inc., sued herein as John Langenbacher Company, Inc. ("JLC"), Joan L. Boyd, as Owner of Architectural Interior Maintenance, Inc., Joan L. Boyd, as Owner of John Langenbacher Company, Inc., Joan L. Boyd, Individually, Matthew H. Boyd, as President of Architectural Interior Maintenance, Inc., Matthew H. Boyd as CEO of John Langenbacher Company, Inc., and Matthew H. Boyd, Individually, by their attorneys, Meltzer, Lippe, Goldstein & Breitstone, LLP, answer the Complaint as follows:

1. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "1" of the Complaint.

2. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “2” of the Complaint except to admit that Defendant, AIM is a New York corporation.

3. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “3” of the Complaint except to admit that Defendant, John Langenbacher Co., Inc. sued herein as John Langenbacher Company, Inc. is a New York corporation.

4. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “4” of the Complaint except to admit that Defendant, Joan L. Boyd is the majority shareholder of both Architectural Interior Maintenance, Inc. and John Langenbacher Co., Inc. sued herein as John Langenbacher Company, Inc.

5. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “5” of the Complaint except to admit that Defendant, Matthew H. Boyd is the President of Architectural Interior Maintenance, Inc. and the CEO of John Langenbacher Co., Inc. sued herein as John Langenbacher Company, Inc.

6. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “6” of the Complaint except to admit that Defendant, William Boyd is the former President of John Langenbacher Co., Inc. sued herein as John Langenbacher Company, Inc. and that his primary residence is 216 Barker Street, Bedford, New York 10506.

7. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd denies the allegations contained in paragraph “7” of the Complaint except to admit that Defendant, Michael Hanrahan is the attorney for Defendants, Architectural Interior Maintenance, Inc. and John Langenbacher Co., Inc. sued herein as John Langenbacher Company, Inc. and maintains offices at 438 5<sup>th</sup> Avenue, Pelham, New York 10803.

8. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “8” of the Complaint and refer all conclusions of law to the Court.

**COMMON NUCLEUS OF OPERATIVE FACTS**

9. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd denies the allegations contained in paragraph “9” of the Complaint except to admit that on or about March 2006, Plaintiff resigned his employment as Vice President and General Manager of Architectural Interior Maintenance, Inc. and his role as consultant of John Langenbacher Co., Inc. sued herein as John Langenbacher Company, Inc.

10. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd admit the allegations contained in paragraph “10” of the Complaint.

11. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “11” of the Complaint except to admit that in May 2006, Matthew Boyd advised Plaintiff that he could return to Defendant, AIM and JLC.

12. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “12” of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

13. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “13” of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

14. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “14” of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

15. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "15" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

16. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "16" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

17. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "17" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

18. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "18" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

**AS AND FOR RESPOSNE TO PLAINTIFF'S FIRST CAUSE OF ACTION FOR  
BREACH OF CONTRACT**

19. In response to paragraph "19" of the Complaint, Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd repeat, reiterate, and re-allege each and every response to paragraphs "1" through "18" of the Complaint as if more fully set forth at length herein.

20. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "20" of the Complaint except to admit that in January 2008, a decision was made to close JLC and AIM.

21. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd admit the allegations contained in paragraph "21" of the Complaint.

22. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "22" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

23. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "23" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

24. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "24" of the Complaint and state that neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

**AS AND FOR A RESPONSE TO PLAINTIFF'S SECOND CAUSE OF ACTION FOR FRAUD**

25. In response to paragraph "25" of the Complaint, Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd repeat, reiterate, and re-allege each and every response to paragraphs "1" through "24" of the Complaint as if more fully set forth at length herein.

26. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "26" of the Complaint except to admit that Plaintiff left Defendants, AIM and JLC in March 2006 and subsequently secured employment with RIMI Corporate Facilities Refurbishing.

27. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "27" of the Complaint.

28. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "28" of the Complaint except to admit that in or about April 2006, Defendant, William Boyd was terminated from his position as President of John Langenbacher Co., Inc.

29. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "29" of the Complaint except to admit that in May 2006, Plaintiff had meetings and telephone discussions with Michael Hanrahan and Matthew Boyd during which Plaintiff agreed to return to AIM and JLC and that Plaintiff demanded an employment contract but neither AIM nor JLC ever entered into a written employment contract with Plaintiff.

30. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "30" of the Complaint except to deny that there was a written employment contract as between Plaintiff and either AIM or JLC.

31. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "31" of the Complaint.

32. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "32" of the Complaint.

33. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "33" of the Complaint except to admit that in August 2006, Plaintiff submitted a cost-cutting plan to Defendant, Michael Hanrahan.

34. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "34" of the Complaint except to admit that in or about May 2006, Plaintiff took it upon himself to collect receivables in arrears and that JLC performed some work at Vanguard's owner's residence.

35. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "35" of the Complaint except to admit that in or about October 2006, Defendant, Michael Hanrahan consulted with attorney Lawrence Reich as tax counsel and any such conversations among AIM, JLC, Joan L. Boyd, and Matthew H. Boyd are protected by attorney-client privilege.

36. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "36" of the Complaint except to admit that in or about November 2006, Defendant, Michael Hanrahan retained Abe Backenroth to provide advice relating to AIM and JLC business and any such conversations among AIM, JLC, Joan L. Boyd, and Matthew H. Boyd are protected by attorney-client privilege.

37. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "37" of the Complaint except to admit that there were discussions regarding forming a lending entity.

38. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph "38" of the Complaint except to admit that there was a collective decision made to have JLC resign from membership in the Manufacturing Woodworkers' Association.

39. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "39" of the Complaint except to admit that in or about May 2007, Plaintiff caused JLC to resign from membership in the Manufacturing Woodworkers' Association.

40. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph “40” of the Complaint.

41. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph “41” of the Complaint.

42. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “42” of the Complaint.

43. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “43” of the Complaint except to admit that a considerable amount of money was “swept” from JLC’s accounts by the IRS and the State of New York as part of levies against JLC for non-payment of Withholding Tax debt; that levies by the IRS had also been brought against Matthew Boyd and Joan L. Boyd; and that Matthew Boyd told Plaintiff that he set up two (2) new companies to possibly continue the business at a later date.

44. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph “44” of the Complaint.

45. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “45” of the Complaint except to admit that some work was performed at the residence of the owner of LAVAL Construction.

46. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph “46” of the Complaint.



47. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph “47” of the Complaint.

48. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “48” of the Complaint except to admit Plaintiff cautioned Matthew Boyd not to execute Waivers of Lien.

49. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “49” of the Complaint except to admit that a general contractor threatened suit under the default clause of its contract and that the Carpenters’ Union shut down projects but the projects were back up and running within a reasonable period of time.

50. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “50” of the Complaint except to deny knowledge or information sufficient to form a belief as to whether Plaintiff brought a second grievance against Michael Hanrahan and to admit that on or about January 25, 2008, Plaintiff was told at a meeting that AIM and JLC should be shut down immediately and that on or about January 30, 2008, Plaintiff was told that his employment would be terminated effective February 15, 2008.

51. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “51” of the Complaint except to deny knowledge or information sufficient to form a belief as to whether Plaintiff brought a third grievance against Michael Hanrahan in February 2008.

52. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph “52” of the Complaint.

53. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "53" of the Complaint.

54. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "54" of the Complaint.

55. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "55" of the Complaint.

56. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "56" of the Complaint.

**AS AND FOR AN ANSWER TO PLAINTIFF'S THIRD CAUSE OF ACTION FOR DAMAGES UNDER SECTION 349(A) OF THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK**

57. In response to paragraph "57" of the Complaint, Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd repeat, reiterate, and re-allege each and every response to paragraphs "1" through "56" of the Complaint as if more fully set forth at length herein.

58. Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd deny the allegations contained in paragraph "58" of the Complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

59. The Complaint fails to state a cause of action upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

60. There was never a written employment contract as between Plaintiff and either AIM or JLC.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

61. Plaintiff was an employee at will and could have been fired at any time for any reason or no reason at all.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

62. Plaintiff's second cause of action is barred pursuant to the case of Smalley v. Dreyfus Corporation, et al., 10 N.Y.3d 55 (2008).

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

63. Plaintiff's third cause of action is barred because the Complaint does not allege that plaintiff is a consumer and, as such, New York General Business Law § 349(a) is not applicable to this case. Furthermore, the conduct of the defendants, even if true, which Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd vehemently deny, did not affect the public at large, but rather only the parties to the instant litigation such that the third cause of action is barred as a matter of law.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

64. The case should be dismissed as a matter of law because the Court does not have subject matter jurisdiction as there is no complete diversity pursuant to 28 U.S.C. § 1332(a)(1) because Plaintiff and Defendant, Matthew H. Boyd are both residents of the State of Connecticut.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

65. The Complaint is barred by the doctrines of waiver, estoppel, laches, and unclean hands.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

66. The Complaint is barred because Plaintiff, to proceed on his claim, seeks to break the attorney-client privilege between JLC, AIM, and its corporate counsel, Defendant, Michael Hanrahan.

WHEREFORE, Defendants, AIM, JLC, Joan L. Boyd, and Matthew H. Boyd, demand judgment dismissing Plaintiff's Complaint, together with costs and disbursements, and such other and further relief that to this Court may seem just, proper, and equitable.

Dated: Mineola, New York  
June 17, 2008

Yours, etc.,

MELTZER, LIPPE, GOLDSTEIN & BREITSTONE, LLP  
Attorneys for Defendants, AIM, JLC, Joan L. Boyd, and  
Matthew H. Boyd

By: /s/ John M. Comiskey

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Michael H. Masri (MM 3540)  
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TO: Jason M. Wolf, Esq.  
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Attorneys for Defendant, Michael Hanrahan  
880 Third Avenue, 9<sup>th</sup> Floor  
New York, New York 10022

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
STEPHEN E. STRAUSS,

Plaintiff,

Civil Action No.  
08 CV 1862  
(DC)

-against-

**AFFIDAVIT OF  
SERVICE**

ARCHITECTURAL INTERIOR MAINTENANCE, INC.,  
JOHN LANGENBACHER COMPANY, INC.,  
JOAN L. BOYD, as Owner of Architectural Interior  
Maintenance, Inc., JOAN L. BOYD, as Owner of  
John Langenbacher Company, Inc., and JOAN L. BOYD,  
Individually, MATTHEW H. BOYD, as President of  
Architectural Interior Maintenance, MATTHEW H. BOYD  
as CEO of John Langenbacher Company, Inc., and  
MATTHEW H. BOYD, Individually, WILLIAM BOYD, as  
Former President of John Langenbacher Company Inc.,  
and WILLIAM BOYD, Individually, MICHAEL HANRAHAN,  
as Corporate Attorney for Architectural Interior Maintenance,  
Inc., and MICHAEL HANRAHAN, Individually,

Defendants.

-----X  
STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NASSAU     )

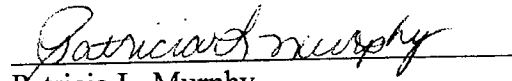
Patricia L. Murphy, being duly sworn, deposes and says: I am not a party to this action; I am  
over 18 years of age; I reside in Nassau County, New York.

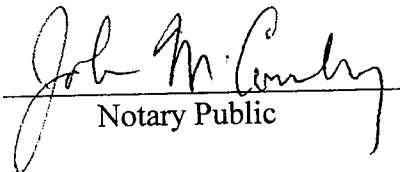
On June 17, 2008, I served a true and correct copy of the within *Answer* by delivering same  
in enclosed in a post-paid, properly addressed first-class wrapper, in an official depository under the  
exclusive care and custody of the United States Postal Service within the State of New York upon:

Jason M. Wolf, Esq.  
Wolf & Wolf LLP  
Attorneys for Plaintiff  
910 Grand Concourse, Suite 1F  
Bronx, New York 10451

George R. Hinckley, Jr., Esq.  
Traiger & Hinckley LLP  
Attorneys for Defendant, Michael Hanrahan  
880 Third Avenue, 9th Floor  
New York, New York 10022

Sworn to before me this  
17th day of June 2008

  
Patricia L. Murphy

  
Notary Public

**JOHN M. COMISKEY**  
Notary Public, State of New York  
No. 02CO6183367  
Qualified in Nassau County  
Commission Expires 3/17/2012